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RECENT IMPORTANT DECISIONS.

ADVERSE POSSESSION—COLOR OF TITLE—DEED VOID FOR INDEFINITE DESCRIPTION.— In an action to subject certain lands to administrator's sale, the occupants set up a title by adverse possession, claiming color of title under tax deeds. These deeds described the land as "a part of the west half of the northeast quarter of section 17 * * containing one acre more or less." Held, that no title by adverse possession could be acquired under these deeds. *Hanna v. Palmer* (1901) 194 Ill. 41, 61 N. E. Rep. 1051, 56 L. R. A. 93.

"The deeds offered in evidence," said the court, "were not color of title, as they were all void for uncertainty. *Shackleford v. Bailey*, 35 Ill. 387; *Brooks v. Bruyn*, 35 Ill. 392; *Allmandinger v. McHie*, 189 Ill. 308, 59 N. E. Rep. 517. One acre out of a tract of land, without specifying the part of the tract out of which it is taken, cannot be located." This holding is clearly right. See *McRoberts v. McArthur*, 62 Minn. 310, 64 N. W. Rep. 903; *Tierney v. Brown*, 65 Miss. 563, 7 Am. St. Rep. 679. Where, however, the parcel is located, the description is not void. Thus if it be a given number of acres in the west part of a certain parcel, the land may be laid off in a parallelogram containing that number of acres, *Gaston v. Weir*, 84 Ala. 193; *Tierney v. Brown*, *supra*; (see also *Minneapolis Ry. Co. v. Cox*, 76 Iowa 306, 14 Am. St. Rep. 216); and a certain number of acres in or out of a specified corner of a certain parcel will be laid off in a square; *Wilkinson v. Roper*, 74 Ala. 140; *Walsh v. Ringer*, 2 Ohio 327, 15 Am. Dec. 555. A deed of one-half of a described tract has been held to convey an undivided one-half interest in the whole. *Morehead v. Hall*, 126 N. Car. 213.

AGENCY—BROKER—DAMAGES FOR TERMINATING AUTHORITY WITHOUT GIVING REASONABLE TIME TO SELL.— Plaintiff claimed that, in September, 1898, defendant employed him as broker to sell certain real estate, and that it was then stated that he was the only broker employed. Defendant fixed no price, but a certain sum was suggested by another agent of defendant as the asking price. In November plaintiff reported to the defendant two offers for less than the sum suggested, both of which defendant declined. Defendant then greatly raised the price to a point which plaintiff deemed to practically stop the negotiations. On February 25, 1899, defendant notified plaintiff that a certain other sum, more than that first suggested, but less than the second figures, would be accepted. On March 1st defendant revoked plaintiff's authority to sell. Defendant repaid plaintiff his disbursements, but he sues for damages for not being allowed a reasonable time within which to find a purchaser. No sale of the property was made to any one. Held, that the plaintiff could not recover. *Cadigan v. Crabtree* (1901) 179 Mass. 474, 61 N. E. Rep. 37, 55 L. R. A. 77.

The position of the court was that until February 25, the plaintiff was in the attitude of a broker seeking to find a purchaser at a sum which was satisfactory to the plaintiff. No such purchaser being found, the plaintiff earned no commission. After February 25, the plaintiff was seeking to find a purchaser at a fixed price, but had found none when his authority was terminated. There was no agreement that he should have a particular time; he had no negotiations pending and ripe for consummation, as in *Sibbald v. Bethlehem Iron Co.*, 83 N. Y. 378, 38 Am. Rep. 441, Mechem's Cas. on Agency, p. 301; and under the circumstances no agreement for a definite time would be implied. "The promise to pay a brokerage commission if a customer is found to purchase at a stated price," said the court, "is not the ordinary employment of labor, but is more in the nature of an offer, namely, an offer to pay a commission if a person is produced who buys at the price named; and, like any other offer, it can be withdrawn at any time, without